

Testing and certification policy of velotech.de GmbH

1 Scope of application

- 1.1 The testing and certification policy regulates the performance of product testing and certification as well as surveillance measures of velotech.de with a customer (hereafter: customer) on the basis of legal regulations, standards, in-house testing principles of velotech.de or the requirements of the customer.
- 1.2 Whenever an order is placed, the customer acknowledges the currently valid testing and certification policy as binding as an essential contractual element.

2 Obligation of velotech.de GmbH

- 2.1 velotech.de is an independent testing institute. It provides its services to all customers equally without taking sides.
- 2.2 velotech.de undertakes to treat all information and business secrets of the customer as confidential and to use them only for the agreed purpose. The obligation of secrecy continues to exist even after completion of an order.
- 2.3 If velotech.de is requested by authorized third parties (e.g. authorities, auditors, etc.) to provide improperly used test reports or certificates and other documents in this context, this shall not constitute a violation of the obligation of secrecy.
- 2.4 velotech.de keeps order-related documents even after the termination according to the legal requirements and other regulations. If the archiving periods have expired, the customer is no longer entitled to a copy of a test report or a certificate.

3 Test policy

- 3.1 Upon placing the order, the customer shall provide velotech.de with the required test samples and necessary documents (e.g. technical drawings, operating instructions, parts lists, other technical documentation) free of charge. This shall be at least the number of samples stated in the offer.
- 3.2 Upon receipt of the test sample(s) and the necessary documents, velotech.de starts the commissioned tests. The customer bears any additional expenses that arise from the fact that test samples and/or test documents are not submitted completely, that tests have to be repeated or are delayed due to delayed, incorrect or incomplete information or improper cooperation.
- 3.3 The tests are primarily carried out in the laboratory of velotech.de. In coordination with the customer other test locations can be agreed upon, if they are suitable for the execution of the tests.
- 3.4 Tests can be assigned to subcontractors with the agreement of the customer, if an accreditation according to DIN EN ISO/IEC 17025 is available. velotech.de may revoke a commitment to perform tests in laboratories that do not belong to velotech.de if the fulfillment of the requirements of DIN EN ISO/IEC 17025 is no longer ensured or if complaints regarding the laboratory are not resolved.

Testing and certification policy

- 3.5 velotech.de shall only be liable for damage to test samples caused by burglary, theft, water, fire, or transport if it can be accused of gross negligence. velotech.de shall not be liable for damage, destruction or repackaging of the test samples within the scope of the test.
- 3.6 After completion of the test procedure, the customer receives a test report containing a result or an opinion according to the agreed decision rule. If the customer waives a test report, a confirmation of the agreement in text form is required. The test reports issued do not entitle the customer to use test marks.
- 3.7 velotech.de agrees with the customer on the whereabouts of the test samples. If the customer requests a return of the test samples, this will be done at the customer's expense.

4 Issue of a certificate in connection with a test

- 4.1 Certificates can be issued on the basis of a positive test report.
- 4.2 The entitlement to use a certificate applies only to the certificate holder, the test sample and the test basis stated in the certificate.
- 4.3 An issued certificate does not make any statement about the marketability of the tested product.
- 4.4 For the issuing of certificates, the costs are to be paid by the certificate holder according to expenditure.

5 Issue of a test mark in connection with a test

- 5.1 On the basis of a positive test report, the following test marks can be issued:
- velotech.de Standard: test marks for components and/or complete vehicles according to standards
 - velotech.de Premium Quality: test marks for components and/or complete vehicles after testing of the in-house test procedure with increased test forces
- 5.2 A test mark can only be issued in connection with a test report which is considered to have been passed for the specified decision rule. The test mark reflects the test basis. The test mark is only valid for the tested component or the complete vehicle.
- 5.3 An issued test mark makes no statement about the marketability of the tested product.
- 5.4 The test mark is made available to the customer in digital form. The size may only be changed proportionally. It is prohibited to misuse the test mark in any other way or to make it available for use by third parties.
- 5.5 The test mark has a maximum validity of two years from the date of issue. If there is a change in a test principle, the right to use the test mark expires with the publication of a new issue. velotech.de reserves the right to check the use of the test mark and to withdraw it in case of misuse.
- 5.6 For the duration of the validity of the test mark issued, the customer is entitled to use it for product-related advertising in unchanged form.

5.7 A test mark can also be issued together with a certificate. The rules in the above paragraphs apply.

6 Issue of a GS mark/certificate

6.1 Only test reports as a basis for evaluations within the scope of certification can be recognized, which originate from laboratories accredited according to DIN EN ISO/IEC 17025 or which demonstrably work according to it. In order to issue a certificate to a customer, a general contract with velotech.de must be concluded.

6.1 If the customer is aiming for a GS test mark certificate with the product test and if the course of the test leads to the expectation of a positive result, velotech.de will carry out an initial inspection of the manufacturing plant after consultation with the customer. During this inspection the manufacturing, assembly and testing equipment as well as the QM measures are checked, which are necessary for the continuous compliance with a quality equal to the assessed type. In accordance with the applicable regulations, the inspection includes not only the technical and personnel equipment but also the incoming goods, production, intermediate and final inspections.

6.2 The right to use a certificate applies only to the certificate holder, the product named in the certificate and the production facility named in the certificate. Product certificates may be limited to specific lots.

6.3 For participation in the certification system and the issuing of certificates, the costs are to be paid by the certificate holder at cost.

6.4 If the product to be certified is not produced during the initial production site inspection, an early follow-up is carried out after three months. If the initial production site inspection is refused or if no production is taking place at the time of the initial inspection, no product certification will be issued.

6.5 Tests carried out with final expert opinions or certificates do not release the customer from the contractual warranty obligation due to defects, from the statutory product liability obligation or from the evaluation and monitoring of the foreseeable use.

6.5 The certification body reserves the right to publish certified products for the information of accreditors, competent authorities and Notified Bodies of the Contracting Parties to the Agreement on the European Economic Area, consumers and other interested parties. This applies in particular also in its function as "notified body". No separate consent of the certificate holder is required for this. Furthermore, the Certification Body may, upon request, pass on to third parties the contents of a certificate issued, with the exception of information on the production site.

6.7 velotech.de publishes the issued, valid certificates for "tested safety" (GS certificates) and all other certificates on the Internet. velotech.de publishes information about the misuse of the issued test marks.

6.8 In the event of changes to test specifications and/or the certification requirements or if the customer violates the rules of the certification system, the certification

body may terminate the certificates at any time. The certification body reserves the right to publish the certificates that have been declared invalid and withdrawn.

- 6.9 In the event of changes in test specifications and/or certification requirements, a re-test is required, after prior consultation with the customer, even if the certification is still valid. If the customer refuses the re-examination, the certificate will be cancelled.
- 6.10 The customer is not entitled to change certificates issued to him or to grant sublicenses to third parties for certificates and/or test mark use authorizations issued to him.

7 Certification policy

- 7.1 The customer commits himself:
 - 7.1.1 to continuously monitor the production of certified products to ensure that the products comply with the approved designs.
 - 7.1.2 within the scope of the granted test mark approvals, to allow periodically recurring inspections of the product manufacturing or the product by velotech.de.
 - 7.1.3 to observe the instructions from the recurring production or product controls of velotech.de.
 - 7.1.4 notify the certification body of any planned product modification, whether through further development or the replacement of components or materials, prior to implementation and have it approved; the continuation of the approval of the certification mark depends on the result of a possible additional test.
 - 7.1.5 to report any significant change in the certification body's QM system.
 - 7.1.6 to record and archive all complaints concerning the product which become known from the market or from third parties and to submit them to the certification body on request and to provide information on the measures taken.
 - 7.1.7 notify the certification/registration body in a timely manner of any intended relocation of the assessed production facilities or the intended transfer of his business to another company or business owner. In the event of a change of name or legal form, a new General Agreement must be concluded and a transfer of the certificates will be made at the expense of the Certification Body. If there is only a change of address within a country, it is not necessary to conclude a new General Agreement and the transfer of the Certificates is subject to a fee.
 - 7.1.8 to accept the requirements laid down in the Product Safety Act with regard to production control measures.
 - 7.1.9 if the certificate holder is not himself the manufacturer of the product, to enter into a contractual agreement with the actual manufacturer regarding compliance with the requirements to be observed in the manufacture of the product and including compliance with necessary control measures.

Testing and certification policy

- 7.1.10 to immediately remedy any safety deficiencies that subsequently become apparent in products that bear a velotech.de test mark due to a certificate and to take appropriate measures to minimize damages on the market. In any case, the customer shall immediately stop placing the defective products on the market and inform the certification body.
- 7.1.11 despite certification, to independently fulfil his obligations to notify the authorities as manufacturer or placing on the market, either himself or through his authorised representative.
- 7.1.12 enable follow-up audits by the certification body and/or the notified body of velotech.de at its premises and those of its subcontractors.
- 7.1.13 in the case of a change to a certified product, to define a new type designation for the changed product if it is also to be certified.
- 7.1.14 to accept that velotech.de may pass on information regarding the certification that has become known due to statutory or official reporting obligations and that, upon request, velotech.de may pass on information, documents, etc., both regarding the contract with the customer and the subject matter of the contract to the accreditor and/or the competent authorities. This includes information about the performance of audits, the granting and withdrawal of approvals, certificates, attestations, etc. and about incidents and measures for protection against risks in direct or indirect connection with tested products. velotech.de reserves the right to charge the customer for the costs incurred in connection with the clarification of such incidents on a time and material basis.
- 7.1.15 to enable regular monitoring of the production site by velotech.de As a rule, annual monitoring is to be assumed. The monitoring intervals can be shortened in case of abnormalities.
- 7.1.16 to grant velotech.de access to the products, production facilities and warehouses, including those of importers, without prior registration. velotech.de may take products for which a certificate has been issued for control tests or perform the tests in production facilities and warehouses.
- 7.1.17 The costs for the performance of the follow-up monitoring will be charged to the certificate holder according to time and effort. The prices of velotech.de valid in the reference year apply.

8 Certificates

- 8.1 A certificate expires when
 - 8.1.1 the validity period specified in the certificate has expired.
 - 8.1.2 the certificate holder or velotech.de terminates the General Agreement or the certificate holder waives individual test mark approvals and notifies the Certification Body in writing, observing the notice periods.
 - 8.1.3 the Certificate holder becomes insolvent or a petition for the opening of insolvency proceedings directed against him is rejected for lack of assets.

Testing and certification policy

- 8.1.4 the certification body terminates the certificate with a notice period of max. 3 months due to changed accreditation regulations and / or test specifications or changed use of the product.
- 8.2 A certificate shall be invalidated, restricted, suspended or withdrawn with immediate effect if
 - 8.2.1 the product placed on the market no longer corresponds to the approved type and/or poses a risk to the end user or third parties
 - 8.2.2 Products manufactured under an approved QM system represent a hazard for end users or third parties.
 - 8.2.3 at the time of the examination or audit, facts were not or not correctly seen and evaluated or were not identifiable which would have prevented certification. This includes, for example, the incorrect classification of products into certain risk classes or classification according to types of use.
 - 8.2.4 in the event of recurring monitoring, market controls or other product or system deficiencies that become apparent subsequently are not remedied by the certificate holder within a reasonable period of time.
 - 8.2.5 the certificate holder cannot ensure that his products are manufactured consistently as tested and/or certified.
 - 8.2.6 accreditations have expired or expired.
 - 8.2.7 the certificate holder does not allow the recurring surveillance measures according to the measures laid down in the German Product Safety Act (ProdSG), in the accreditation regulations, in the European directives and regulations or in the testing and certification agreement of velotech.de to be carried out or impedes or restricts the proper execution thereof.
 - 8.2.8 certificates, copies of certificates have been altered or falsified.
 - 8.2.9 existing test mark approvals are also applied by the certificate holder to non-approved products and thus a misuse of the mark takes place, which removes the basis for a trusting cooperation.
 - 8.2.10 misleading or otherwise unlawful advertising is made with test reports, certificates or test marks.
 - 8.2.11 it turns out that the certified product is indisputably or demonstrably a plagiarism.
 - 8.2.12 due fees for certifications, licenses and/or previously conducted tests are not paid by the certificate holder within the set period after reminder. If the fees relate to several certificates, the Certification Body shall decide which certificates the measure shall cover.

9 Violations of the testing and certification policy

- 9.1 In case of detected culpable violations of the testing and certification policy by the customer, velotech.de is entitled to demand a contractual penalty of up to 20,000,- EUR for each violation from the certificate holder in addition to the suspension or withdrawal of the certificate. This applies in particular in case of illegal use of test marks or in case of illegal advertising with test marks and/or with certificates of velotech.de.
- 9.2 In addition, velotech.de reserves the right to terminate the General Agreement with immediate effect without notice and to declare further certificates existing for the customer invalid as soon as velotech.de considers its confidence in the customer's compliance with the contract and reliability to be no longer given due to the customer's violation of the testing and certification policy.

10 Appeals and complaints

- 10.1 The management of velotech.de can be appealed against testing, certification and monitoring decisions in text form.
- 10.2 In the event of an appeal, velotech.de will provide written reasons for its decision. If the reason given is not acceptable to the customer and if no agreement is reached with the management of velotech.de, the customer shall be entitled to take legal action.
- 10.3 Complaints are processed according to the procedure defined in the QM system of velotech.de.

11 Entry to force

- 11.1 The testing and certification policy comes into force on 01.04.2020. The previous testing and certification regulations shall lose their validity.
- 11.2 The testing and certification policy is subject to ongoing changes due to legal regulations, accreditation guidelines, standards and generally accepted rules of technology. Therefore only the currently valid version of the testing and certification policy is valid.